



**NOTICE OF A WORK AND REGULAR SESSION
OF THE VINEYARD CITY COUNCIL MEETING
May 9, 2018 at 5:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a work session beginning at 5:00 PM and a regular session beginning at 6:00 PM on Wednesday, May 9, 2018, in the Vineyard City Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AGENDA

5:00 PM **WORK SESSION**

1. BUDGET DISCUSSION

The mayor, City Council, and Staff will discuss the proposed Tentative Fiscal Year 2018-2019 General and RDA budgets.

6:00 PM **REGULAR SESSION**

2. CALL TO ORDER

INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

3. OPEN SESSION – Citizens’ Comments

(15 minutes)

“Open Session” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF AND COMMISSION REPORTS

(3 minutes each)

- City Manager/Finance Director – Jacob McHargue – Quarterly Finance Report
- Public Works Director/Engineer – Don Overson
- City Attorney – David Church
- Utah County Sheriff’s Department – Sergeant Holden Rockwell

- Community Development Director – Morgan Brim & Planning Commission Chair – Cristy Welsh
- City Recorder – Pamela Spencer
- Building Official – George Reid
- Water/Parks Manager Sullivan Love - Timpanogos Special Service District - Board Member

6. CONSENT ITEMS

- Approval of the April 11, 2018 City Council Meeting Minutes
- Approval of the Holdaway Cove Final Plat
- Approval of the Utah County 2018 Municipal Recreation Grant Application
- Approval of Purchases for upgraded recording equipment
- Approval of Purchases for street sweeping services

7. MAYOR'S APPOINTMENTS

7.1 City Councilmember Appointments to Boards and Commissions

7.2 Setting of the mayor pro tempore schedule

7.3 Youth Council Executive Members.....7 Vacancies
City Recorder Pamela Spencer will swear-in any Youth Council members in attendance.

8. BUSINESS ITEMS

8.1 DISCUSSION AND ACTION – City Council Meeting Schedule (15 minutes)

Mayor Fullmer will present a change to the council meetings. The mayor and City Council may act to approve (or deny) this request by ordinance.

8.2 DISCUSSION AND ACTION – Utah Valley Dispatch Special Service District Board Appointment (Resolution 2018-04) (15 minutes)

Mayor Fullmer will present a recommendation for a member of the City Council and staff to sit on the Utah Valley Dispatch Special Service District. The mayor and City Council may act to approve (or deny) this request by resolution.

8.3 DISCUSSION AND ACTION – Proposed Tentative Fiscal Year 2018-2019 Budget (15 minutes)

The Finance Department will present the proposed Tentative Fiscal Year 2018-2019 Budget. The mayor and City Council may act to adopt the proposed tentative budget and set a Public Hearing for May 23, 2018 to receive public comment concerning the adopted tentative budget.

8.4 DISCUSSION AND ACTION – Arborist Services (15 minutes)

Water/Parks Manager Sullivan Love is recommending the council award the Arborist Services to the low bidder, Treewise for \$15,937. The mayor and City Council will take appropriate action.

8.5 DISCUSSION AND ACTION – Real Estate Purchase Contract (15 minutes)

City Manager/Finance Director Jacob McHargue will present the purchase contract for the purchase of approximately 9 acres of undeveloped land in Lindon. The mayor and City Council will take appropriate action.

9. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

10. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is May 23, 2018.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: May 7, 2018

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

MINUTES OF THE
VINEYARD CITY COUNCIL MEETING
240 East Gammon Road, Vineyard, Utah
April 11, 2018 at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd

Absent

Councilmember Nate Riley

Staff Present: City Manager/Finance Director Jacob McHargue, Public Works Director/Engineer Don Overson, Wastewater Manager Eric Christensen, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Department, Community Development Director Morgan Brim, City Planner Elizabeth Hart, City Recorder Pamela Spencer, Building Official George Reid, Water/Parks Manager Sullivan Love, Planning Commission Chair Cristy Welsh

6:00 PM WORK SESSION

Mayor Fullmer opened the work session at 6:00 PM. Councilmember Flake gave the invocation.

OPEN SESSION – Citizens' Comments

Mayor Fullmer called for public comments. Hearing none, she closed the open session.

MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

No reports were given.

STAFF AND COMMISSION REPORTS

City Manager/Finance Director – Jacob McHargue – Mr. McHargue explained the process and reviewed the timeline for approving the 2018-2019 fiscal year budgets. He presented City Recorder Pamela Spencer with a plaque which included the International Institutes of Municipal Clerks' designation of Certified Municipal Clerk and a thank you card from City Council. Mr. McHargue reported that the Utah Government Finance Officers Association (UGFOA) and the Utah League of Cities and Towns (ULCT) conferences would be held this month.

Public Works Director/Engineer – Don Overson – Mr. Overson introduced Wastewater Manager Eric Christensen. Mr. Overson congratulated Mr. Christensen on his quick response to the city's sewer issue with Lift Station 1. Mayor Fullmer mentioned that she had received several emails of appreciation from residents. Mr. Overson said that the city took responsibility for the problem and was working with the residents who were affected. He gave a brief overview of the sewer problem. He said that eight homes were affected, two severely. He remarked that they were in the process of installing a Supervisory Control and Data Acquisition (SCADA) system and if they had already had it in place the backup would not have happened. He added that this was the only lift station that was not in a building.

Mr. Overson informed council that it would be another 30 days before the city would receive a decision from Union Pacific about their permit application for the Center Street Overpass. He

said the he would also be meeting with UTA for the air rights across their tracks. He reported that the grading plan had be completed for the Town Center area. He said that they were working to get the Oil Reclamation Area (ORA) material qualified to use under the overpass, which would save the city some money.

City Attorney – David Church – Mr. Church had no new items to report.

Utah County Sheriff's Department – Sergeant Holden Rockwell – Sergeant Rockwell presented his quarterly report. Highlights of the report were:

Year 2017	Total Calls	Officer Generated Calls	Public Generated Calls	Incidents	Arrests	Traffic Stops	Violations	Citations
4 th Qtr.	1342	737	605	276	27	428	187	113
1 st Qtr.	1616	842	774	317	64	526	358	222

Sergeant Rockwell explained that past reports had included traffic stops, which was skewing their response times. He said that when he removed the traffic stops the response times went up. He stated that he would be putting some things in place that should lower the response time to under five minutes. One of those things would be hiring additional deputies that so there would be true 24-hour coverage in the city.

Response Time 4th Qtr.

Priority 1-2 response time 5:26

Priority 1-2 number of calls 174

Response Time 1st Qtr.

Priority 1-2 response time 5:30

Priority 1-2 number of calls 186

Nature of Incidents 4th Qtr.

Burglary/Theft 29

Assault/Domestic Violence 26

Drugs/Alcohol 13

Nature of Incidents 1st Qtr.

Burglary/Theft 17

Assault/DV 21

Drugs/Alcohol 35

Councilmember Judd asked about the rise in drugs and alcohol incidents. Sergeant Rockwell replied that drugs and alcohol were attributed to higher density, college students, more traffic stops, north area deputies helping, and being more proactive. Mayor Fullmer asked if there were fluctuations between quarters because of any outlying factors. Sergeant Rockwell explained that some of the 1st quarter DUI's were from New Years' Eve celebrations going past midnight as well as other parties.

Sergeant Rockwell reviewed the map showing where the incidences were occurring. Mr. Brim asked if most of the thefts were on construction sites. Sergeant Rockwell replied in the affirmative.

Community Development Director – Morgan Brim & Planning Commission Chair – Cristy Welsh – Chair Welsh had no new items to report. She thanked the Planning Department for their hard work. Mr. Brim reported that his department would be continuing to interview City Councilmembers, Planning Commissioners, and staff about their ideas for the General Plan. Councilmember Judd suggested that they identify individuals in the neighborhoods to interview. Mr. Brim replied that they were open to suggestions for people to interview. He reminded everyone that the General Plan Open House was scheduled to be held tomorrow at Franklin Preparatory Academy starting at 5:00 PM and running until 8:00 PM. He explained that there would be walk through exhibits and an opportunity to receive comments from the community.

He added that further into the General Plan process they would be interviewing stake holders about specific areas. He said that the Request for Proposal (RFP) for a consultant on the General Plan was ready to post.

Mr. Brim reported on current projects: There was a Starbucks site visit scheduled for next week and an O'Reilly Auto Parts site visit was scheduled for May 2. He was working on economic development and meeting with several companies.

City Recorder – Pamela Spencer – Ms. Spencer reported that Utah County had voted to run the 2018 election as an all Vote by Mail election

Building Official – George Reid – Mr. Reid reported that the Public Safety Building basement finish should be completed by the end of the month. He then presented his quarterly report. Highlights were:

- Total revenue for 3rd quarter of FY 2018 \$312,916
 - Residential \$229,288
 - Commercial \$ 83,628
 - Fiscal year to date \$1,350,00
 - Permits issued to date 525
 - Total units occupied 3,306
 - Population estimate 12,994
- Councilmember Judd asked about the breakdown of the residential and multi-family units. Mr. Reid replied that they were going to see more multi-family units.
- Active construction sites 525
 - Total inspections 2,802

Councilmember Judd asked if Mr. Reid knew how many homes were spec homes or homes that were sitting vacant once the Certificate of Occupancy had been issued. Mr. Reid replied that it was hard to track. He gave an example of the Lochs subdivision where they were mostly rental units and there were several that were vacant because of the time of year. City Planner Elizabeth Hart asked if each multi-family unit was considered an active construction site. Mr. Reid explained that for the apartments each building had its own permit and for the townhomes it depended on the ownership of the units.

Water/Parks Manager Sullivan Love – Mr. Love reported that the Timpanogos Special Service District (TSSD) Board was in the process of conducting interviews for the new Wastewater Plant Manager at TSSD. He reported that the pressurize irrigation pond in the 6-acre park should be online by next week. Councilmember Judd asked what the depth of the pond would be. Mr. Love replied that it would be about seven feet deep but would fluctuate slightly with use. He stated that the splash pad was running behind schedule. Mr. McHargue stated that staff was coordinating with Flagship Homes on a grand opening for the park. Mr. Sullivan mentioned concerns with using the park before the sod had a chance to take root. Councilmember Judd suggested that they send out social media reminders.

DISCUSSION ITEM

6.1 PROCLAMATION – Bike Month

Staff would like to have the mayor proclaim May as Bike Month.

Mayor Fullmer gave a brief explanation of Bike Month and then officially proclaimed May as Bike Month. She said that there would be various activities throughout the month of May for

residents to participate in and to help promote the city's trail system. Mr. McHargue added that there were businesses that would be supporting these events. He explained that there would be a booklet for residents to collect stamps in and to show their participation for possible prizes.

6:40 PM REGULAR SESSION

Mayor Fullmer opened the regular session at 6:40 PM.

MAYOR'S APPOINTMENTS

No items were submitted.

CONSENT ITEMS

- a) Approval of the March 28, 2018 City Council Meeting Minutes
- b) Annual Municipal Wastewater Planning Program Report
- c) Purchase of Park Maintenance Equipment

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE THE THREE CONSENT ITEMS. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Cancellation the April 25, 2018 City Council Meeting

The mayor and City Council will vote to cancel the April 25, 2018 City Council Meeting due to a lack of a quorum.

Mayor Fullmer gave a brief explanation as to the reason for cancelling the meeting. She then called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO CANCEL THE APRIL 25, 2018 CITY COUNCIL MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

9.2 DISCUSSION AND ACTION – Rocky Mountain Power Easement

City Manager/Finance Director Jacob McHargue will present an agreement with Lindon City for a Rocky Mountain Power Right-of-way Easement. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to City Manager/Finance Director Jacob McHargue.

Mr. McHargue explained that the city had been working with Rocky Mountain Power (RMP) to install a power line through the Town Center and still needed one more easement. He said that the easement would be through Lindon City's park property. He explained that they had negotiated a deal which included a dedication of up to 3-acre feet of water for their park. Mr. Overson mentioned that the utilities on the property would be served by Vineyard. Mr. McHargue added that the city was working on an agreement for utility sharing.

Mayor Fullmer asked for an update on getting power to the street lights. Mr. Overson answered that it was frustrating because RMP kept changing the requirements for their permits. He said that staff had already been working with them for over 3 months and RMP still had not set the

meter and made the connection for the lights on Mill Road and 400 North. He explained the process he had gone through. Councilmember Judd asked if staff had reached out to the State representatives. Mayor Fullmer asked if they had reached out to RMP's Public Relations person. Mr. McHargue stated that he would reach out the them. Mr. Overson reiterated his frustration in working with RMP.

Mr. McHargue stated that staff was recommending approval of the agreement. Mayor Fullmer asked if it would be beneficial to hold the approval of the agreement until they had worked things out with RMP. Mr. Overson felt that the council needed to approve the agreement because they had been working Lindon City and would like to get it approved through their council.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED THAT COUNCIL AGREE TO THE AGREEMENT WITH LINDON FOR THE ROCKY MOUNTAIN POWER EASEMENT AND ALLOW CITY MANAGER JACOB MCHARGUE TO SIGN IT. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

CLOSED SESSION

Mayor Fullmer asked if there was any reason to go into a closed session.

Motion: COUNCILMEMBER JUDD MOVED TO GO INTO A CLOSED SESSION FOR A STRATEGY SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY FOLLOWING THE RDA MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

Mayor Fullmer called for a motion to go into the Redevelopment Agency meeting.

Motion: COUNCILMEMBER JUDD MOVED TO GO INTO THE RDA MEETING AT 6:50 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

The city council meeting reconvened at 7:32 PM.

ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the City Council meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:32 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

Community Development

Date: May 09, 2018
From: Elizabeth Hart, Planner
To: City Council
Item: Holdaway Cove Final Plat
Address: 220 S. Holdaway Rd.
Applicant(s): Steve Wilson



INTRODUCTION:

The applicant is request approval for a final subdivision plat. The applicants are proposing to subdivide an existing lot of 3 acres into seven (7) individual lots. The subject property is located at 220 S. Holdaway Rd. and is within the R-2-15 zoning district. On March 14, 2018 the city council approved the preliminary plat.

Staff has reviewed the final plat application and has found it to be in compliance with the approved preliminary plan and zoning ordinance and is recommending approval of the final plat.

ANALYSIS:

The R-2-15 zoning district is provided to maintain and allow opportunities for average sized lots of single-family and two-family residential. On the next page is a chart that breaks down the zoning requirements for the R-2-15 zoning district.

Section 15.12.060: Dimensional Standards Table for Zone R-2-15			
Category	Standard	Comments	Conformance
Minimum Lot Size	15,000 sf	Lot 1: 17,060 sf	YES
		Lot 2: 16,891 sf	
		Lot 3: 17,261 sf	
		Lot 4: 18,014 sf	
		Lot 5: 15,055 sf	
		Lot 6: 15,000 sf	
		Lot 7: 15,021 sf	
Minimum Lot Width	100 ft	Lot 1: ~130 ft	YES
		Lot 2: ~168 ft	
		Lot 3: ~110 ft	
		Lot 4: ~110 ft	
		Lot 5: ~140 ft	
		Lot 6: ~130 ft	
		Lot 7: ~102 ft	
Minimum Front Yard	20 ft		YES
Minimum Side Yard (interior lots)	Total of at least 20ft between the two side yards, with no side yard of less than 8 ft		YES
Minimum Side Yard (corner lots)	20 ft		YES
Minimum Rear Yard	20 ft		YES
Section 15.32.180: Lot Frontage Required			
Category	Standard	Comments	Conformance
Lot Frontage	The required lot frontage shall not be less than the minimum lot width requirement as measured at the minimum front, as required by the Zoning District in which the lot is located, except for lots which front upon a curve or cul-de-sac, the distance may be reduced to not less than fifty (50) feet provided that the side lot lines radiate in such a manner that the width of the lot at the minimum setback line is not less than the minimum requirement of the Zoning District	Lot 3: ~65 ft (cul-de-sac)	YES
		Lot 4: ~64 ft (cul-de-sac)	

FINDING:

With the proposed conditions, the final plat is in conformance with the preliminary plat and the standards and requirements set forth in the zoning ordinance.

RECOMMENDATION:

Staff has reviewed the final plat application and has found it to be in compliance with the approved preliminary plat and zoning ordinance and is recommending approval of the final plat.

PROPOSED MOTION:

I move to approve the Holdaway Cove Final Plat with the proposed conditions:

1. The applicant pays any outstanding fees and makes any redline corrections
2. The applicant is subject to all local, state, and federal laws

ATTACHEMENTS:

Application

Final Plat

FINAL SUBDIVISION APPLICATION

Please Note: Attachment of request specific documents is required prior to processing your application.


APPLICATION DATE: 4-2-18
 APPLICANT(S): Glade Holdaway / Steve Wilson
 ADDRESS OF APPLICANT: 220 South Holdaway Lane
Vineyard, UT 84058
 BUSINESS PHONE #: _____ CELL PHONE #: 801-592-9107
 EMAIL ADDRESS: stevow57@msn.com FAX NUMBER: _____

CURRENT ZONING DISTRICT DESIGNATION: _____
 NUMBER OF PROPOSED NEW LOTS: 7
 LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 220 S. Holdaway Lane
Vineyard
 TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 3
 NAME OF PROPERTY OWNER(S): Glade Holdaway

CHECK APPLICABLE PERMIT ATTACHMENT:

<input type="checkbox"/>	CONDITIONAL USE PERMIT	<input checked="" type="checkbox"/>	FINAL PLAT
<input type="checkbox"/>	GENERAL MAP/PLAT AMENDMENT	<input type="checkbox"/>	LAND DISTURBANCE PERMIT
<input type="checkbox"/>	MINOR PLAT AMENDMENT	<input type="checkbox"/>	PERMITTED USE SITE PLAN
<input type="checkbox"/>	PRELIMINARY SUBDIVISION	<input type="checkbox"/>	ROAD CUT PERMIT
<input type="checkbox"/>	TEMPORARY USE PERMIT	<input type="checkbox"/>	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

 4-2-18
 Applicant Signature Date

 Co-Applicant Signature Date

OFFICE USE ONLY			
DATE RECEIVED		DATE OF APPROVALS	
Initial Submittal 4/5/2018	Complete Submittal	Planning Commission	Town Council
Type of Request final Plat	Staff Comments:		
PAYMENT INFORMATION			
Amount Due 1,983.40	Date Paid 4/5/2018	Amount Paid \$1,983.40	Check # 3210

Only fully completed submittals may be accepted in office. If the submittal is incomplete in any way, it must be returned to the applicant.



VINEYARD CITY COUNCIL STAFF REPORT

Date: May 3, 2018

Agenda Item: Consent Item C

From: Mariah Hill, Treasurer

Department: Finance

Subject: 2018 Municipal Recreation Grant Program

Background/Discussion:

The city has the opportunity to apply for the 2018 Municipal Recreation Grant Program from Utah County in the amount of \$2021.26. The City would like to use these funds to add a fence along the trail in the Le Cheminant pocket park. This is something that has been requested by residents and we believe it would help keep down the garbage and other problems in the park.

City council's approval is needed in order to apply for the grant. After application and upon approval of the grant by the Utah County Board of Commissioners, the city would sign an interlocal agreement with the County and begin work on the project. The grant is distributed on a reimbursement basis.

Fiscal Impact:

The project costs are estimated as follows:

150 Linear Feet of Fence	\$4191.00
TOTAL	\$4191.00

The grant will pay \$2021.26 dollars of the project and the city will pay the remaining of the estimated costs (\$2169.74) from the Parks Supplies budget.

Recommendation:

It is my recommendation that the City Council approve the application for the 2018 Municipal Grant Program.

Alternatives:

The alternative would be that we do not apply for the Grant and we lose the funding.

Attachments:

1. Grant Information
2. Letter of Explanation in regards to missing the application deadline
3. Grant Application and Project Description



Utah County Commission

Nathan Ivie
Bill Lee
Greg Graves

100 East Center
Suite 2300
Provo, UT 84606

801-851-8136
Fax 801-851-8146
www.utahcounty.gov

February 14, 2018

Miriah Hill
Vineyard Recreation
240 East Gammon Road
Vineyard, UT 84058

Re: 2018 Municipal Recreation Grant Program
Dear Grant Administrator,

The Utah County Commission has determined that the total funding available for the 2018 Municipal Recreation Grant Program is \$300,000.00. Available funds have been divided among municipalities based on the State of Utah 2016 Official Census Data population estimates, with a minimum grant amount of \$1,000. These funds are payable on a reimbursement basis only. The 2018 grant amount available to your city is **\$2,021.26**.

Grant regulations are enclosed, along with an application form. Applications are due no later than 5:00 p.m. on Monday, May 4, 2018. Applications received after the deadline will not be approved and funding will be forfeited. Applications are to be delivered in person or via post, fax, or e-mail to:

Utah County Commission
Attn: Lisa K. Nielson
100 E. Center St. Suite #2300
Provo, UT 84606
Fax: (801) 851-8146
lisan@utahcounty.gov

Upon approval of grant requests, the Utah County Attorney's office will prepare interlocal agreements and encumber funds that will be available for reimbursement through Friday, October 26, 2018. The County will disperse funds to municipalities upon receipt of payment verification and supporting documentation.

Your city may elect to carry forward its funding allocation for the next year if you meet the requirements. To declare an intent to do so, you must notify the Board of Commissioners by filling out a Funding Rollover Request and submitting it no later than the application deadline.

Please contact me with any questions at 801-851-8136 or lisan@utahcounty.gov.

Sincerely,

A handwritten signature in blue ink that reads "Lisa K. Nielson".

Lisa K. Nielson
Utah County Commission Office

Encl.: Application, Guidelines



Utah County Commission

Nathan Ivie
Bill Lee
Greg Graves

100 East Center Street
Suite 2300
Provo, UT. 84606

801-851-8136
Fax 801-851-8146
www.utahcounty.gov

2018 Municipal Recreation Grants

Available Funds

The Utah County Board of Commissioners has determined that the total available funding for the 2018 Municipal Recreation Grant program will be \$300,000.00. As usual, funding allocations were determined by population (2016 State of Utah Official Census Estimates Data), with a \$1,000.00 minimum grant awarded. Only those cities being awarded the minimum \$1,000.00 are eligible to "roll over" funds for 2 consecutive years, with the intent to save the grant funds in preparation for funding a project that will cost more than the yearly grant of \$1000.00. Any city wishing to "roll over" grant funds to the next year **must make a written request** to the Utah County Board of Commissioners **prior to the application deadline of May 4, 2018 @ 5pm**. Unused grant funds will be forfeited if request is not received prior to the application deadline or if funds are not approved for "roll over" by the Board of Commissioners.

Funding Source

Funds for this grant program come from the Tourism, Recreation, Culture and Convention Tax (TRCC or "restaurant tax"). This tax is imposed pursuant to Section 59-12-601 et seq., *Utah Code Annotated*, 1953 as amended, and Section 21-4-1 et seq., Utah County Code.

Project Eligibility

In order to be eligible for funding, a project must involve the development or construction of tourism, recreation, cultural, and/or convention facilities. All project applications must be for publicly owned or operated facilities and must be sponsored by a municipality within Utah County. Individuals and private organizations are not eligible to apply, nor may any municipality apply on their behalf. Per state statute, Utah County may not "appropriate money in the aid of any private enterprise" (Section 17-50-303, *Utah Code Annotated*, 1953 as amended).

Application Procedure

The Utah County Board of Commissioners will provide to each city an application form. Each city must complete this application and submit a detailed project description. The application and project description must be delivered to the Utah County Commission Office by 5:00 p.m. on Friday, May 4, 2018. **Applications received after the deadline will not be considered for approval for 2018 Recreation Grant funding.**

Approval of Projects

Each application, upon receipt by the County Commission Office, will be subject to review by the Utah County Attorney's Office for compliance with state statute. The Tourism Tax Advisory Board will approve and rank all projects as outlined by statute as well. Final approval of each application will be awarded by the Utah County Board of Commissioners.

Agreement

Upon approval of each project, the Utah County Attorney's Office will draft an interlocal agreement between Utah County and the municipality. The agreement must be approved and signed by both parties before any reimbursements will be made.

Disbursement of Funds

In order to receive funds for an approved project, a municipality must submit proof of payment (ie., copy of check, invoice including amount paid and check number) and any other necessary supporting documentation to the Utah County Commission Office. These claims for reimbursement will be accepted through 5:00 pm on Friday, October 26, 2018. Claims received after the deadline will not be eligible for reimbursement. Cities requiring additional time for submission of proof of payment must submit a written request for extension to the Board of Commissioners. This request for extension must be submitted before 5:00 pm on Friday, September 28, 2018 to the Commission Office.

Funds are available only on a reimbursement basis. All reimbursed expenses must meet statutory requirements. Payment of grant funds will be processed according to established Utah County Purchasing Rules and Regulations.

Audit

The Utah County Board of Commissioners reserves the right to review a municipality's records relating to the project at any time.



To: Lisa Nielson

From: Mariah Hill

Date: May 1, 2018

RE: 2018 Municipal Recreation Grant Application

Lisa,

Vineyard City has decided to apply to receive the funds designated to us in the 2018 Municipal Recreation Grant Application. However, we decided on a potential project on April 26, 2018 and the notice that our project was appropriate came through today, May 1, 2018, both of which are after our most recent City Council meeting was held on April 11, 2018. Our next scheduled City Council meeting is set for May 9, 2018, which is after the deadline for applications to be submitted. We have added the application to our consent agenda for the May 9, 2018 meeting and would return the application to you the following day, pending Council approval. We would like to be considered for the grant although we will miss the application deadline.

Please let me know if you have any questions or need anything from me.

Best,

A handwritten signature in black ink that reads "Mariah Hill". The signature is written in a cursive, flowing style.

Mariah Hill

Treasurer

Vineyard City



Utah County Commission

Bill Lee
Greg Graves
Nathan Ivie

100 East Center Street
Suite 2300
Provo, UT. 84606

801-851-8136
Fax 801-851-8146
www.utahcounty.gov

2018 Municipal Recreation Grant Application

Application deadline is MAY 4, 2018 @ 5:00 P.M.

Municipality: Vineyard City

Name of Preparer/Contact Person: Mariah Hill

Mailing Address: 125 S. Main Street, Vineyard, UT 84058

Phone: (801) 226-1929 E-mail: mariah@vineyardutah.org

Grant Amount Requested 2018: \$ 2,021.26
2017: \$ _____ (if eligible)
TOTAL: \$ 2,021.26

Project Name: Le Cheminant Trail Fence

Project Location: Le Cheminant Pocket Park - 584 E. Rue De Math, Vineyard

Project Type: (Please check all that apply.)

- ☐ Tourism Promotion ☐ Tourism Facility ☐ Cultural Facility
☒ Recreational Facility ☐ Convention Facility

Please submit a detailed project description with application

Date Approved by Municipal Council: _____

Mayor Signature

Date

FOR COMMISSION OFFICE USE ONLY

Application Received by Commission Office	County Attorney Review	Commission Approval/ Agreement #	Agreement Sent to Municipality	Signed Agreement Received by Commission Office	Receipts Received by Commission Office	PO Sent to County Auditor	Funds Paid



VINEYARD CITY COUNCIL STAFF REPORT

Date: 05.09.2018

Agenda Item: 6 d)

From: Pamela Spencer

Department: City Recorder

Subject: Purchase of upgraded recording equipment

Background/Discussion: The moving of the Council Chambers to the new City Offices requires an upgrade to the recording equipment we are using. The price quote from JCG Technologies for their Voice Reinforcement Solution includes speakers, gooseneck microphones, an upgraded mixer, rack, and installation of the equipment. It does not include the running of the cables which Bee-Tech, Inc. will take care of as part of the basement finish.

Fiscal Impact: \$17,225

Recommendation: Approval of the price quote from JCG Technologies to upgrade the recording system for the new Council Chambers.

Attachments: JCG Technologies Price Quote



9941 E. Mission Lane, Scottsdale, AZ 85258
Phone: 480 661-5629 Fax: 480 661-7589
www.jcgtechnologies.com

Solution Pricing Vineyard, UT May 1, 2018 Update

Voice Reinforcement Solution

JCG Technologies, Inc (JCG) is an integrated digital media solutions provider. We offer integrated digital media solutions for councils, boards, commissions, agencies, courts, and other governmental organizations that need to produce a record of their proceedings/meetings.

JCG Technologies, Inc. is pleased to present this price quotation for the supply of a voice reinforcement for your council room. The solution provided is designed to work with your Liberty Meeting Recorder digital recording and minutes management software solution.

Pricing

Product	Quantity	Unit Price	Total Price
Audio/Video System			
BiAmp TesiraForte CI - Fixed DSP with 12 inputs/8 outputs	1	\$3,295	\$3,295
QSC ISA500ti Amplifier	1	\$895	\$895
EV C8.2 Pair Ceiling Mounted Speakers	2	\$395	\$790
Extron Surface Mount Speakers	1	\$985	\$985
Mid Atlantic BRK-10 Series Rack w/ Power Distribution Unit, Casters, and Door	1	\$780	\$780
Shure MX418 Gooseneck Microphone With Shock Mount	9	\$425	\$3,825
Total Voice Reinforcement System			\$10,570
Shipping and Handling			\$165



Installation, Training, and DSP Programming. Client will Provide Cabling, Connectors and Perform Cable Runs to the Audio Rack			\$6,490
Total			\$17,225

Prices are effective until May 30, 2018. Prices do not include any applicable tax.

Requirements and Exclusions

The following details certain exclusions as it relates to this project.

- JCG is not responsible for providing 110 VAC circuits to the specified equipment and/or to the equipment locations. JCG will coordinate with the client as to the engineered and physical requirements of the power circuits, which will be provided by client and or its subcontractor
- Client will need to provide adequate space for any equipment rack mounting. JCG will furnish requirements for the rack locations if required.
- JCG is not responsible for any painting, drywall, millwork or ceiling modifications required for this project.
- Client is responsible for providing:
 - Cable runs or conduit to any floor plates, and all microphone cables and cable runs, and connectors for terminating to the Audio Rack.
 - Conduit for any speaker cable runs.
 - Network drops and connections, including network cards.
 - Single point of contact for implementation and ongoing support of the system.
 - On site access to all required facilities for qualified personnel employed or contracted by JCG.



Deadline and Deliverables

A successful project requires that all parties work toward a common goal, especially as it relates to the completion of the project. JCG deliverables are based on a timeline that commences when JCG receives a signed contract or a purchase order authorizing its engagement for this project.

JCG is forecasting the delivery, installation, testing and commissioning of the proposed system to be complete no later than 30 days from receipt of a purchase order or signed contract. Upon official acceptance of this proposal and issuance of a signed contract or purchase order, JCG will contact the client to establish a working deadline for the completion of this project.

In the event the client requests changes to the original scope or deadline, JCG will propose a revised cost to the client for such changes and will issue an altered deadline as dictated by the request.

Method and Terms of Payment

A signed contract or a purchase order will serve as an acknowledgement and an agreement to the payment terms. In the event that it is impossible to honor these payment terms due to corporate or government restrictions, JCG will issue a new proposal or acceptance reflecting the altered and agreed upon terms of payment.

Each invoice shall be due and payable to JCG Technologies, Inc., at the address specified in this quotation. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice.

Our payment terms for this project are:

50% When the Purchase Order is issued.

Final payment balance upon installation of proposed system.



Audio System Warranty

The strength of any Systems Integration Company is its ability to stand behind its system and workmanship. JCG is proud to offer a one-year “bumper to bumper” warranty for this project. This warranty period commences upon the completed installation.

What is Covered?

Workmanship:

Should any part of the system installed by JCG fail due to faulty wiring, faulty termination, or any other negligent act of labor by JCG; we will repair the system at no charge to the client. This workmanship warranty lasts for the one year.

Hardware and Components:

JCG honors the manufacturer’s warranty for all equipment sold for this project. Each individual manufacturer warrants its product for varying lengths of time. Should any product need replacement during the system warranty period, JCG will repair or replace that product based on the manufacturer’s warranty.

Outside of the system warranty period, JCG will assist the client in exercising any remaining warranty on the specific product. This will be done at normal service rates and expenses.

During the system warranty period, JCG will make every attempt to remotely diagnose and/or repair the deficiency of the system prior to an on-site service call. Once our staff has determined that there is no alternative but to conduct an on-site visit, we will make every attempt to respond as quickly as possible. JCG will provide on-site warranty coverage that includes a best effort response time of no more than 48 hours.

Handling a Warranty Claim:

Once a service call is made, our service department will handle the claim. Our service department can be reached during normal business hours at (480) 661-5629. Our normal business hours are Monday through Friday, 8:00am to 5:00pm. AZ MST, excluding holidays. We encourage our clients to keep us aware of critical meeting dates in the unlikely event a service issue arises. During the first year, there is no charge for handling the warranty.



Outside of that period, should a service call be required, you will incur time and material charges at a current service rates and expenses of JCG Technologies, Inc. This includes travel expenses. Additional comprehensive preventative maintenance programs are available from JCG.

Individual Equipment Warranty:

Aside from the system warranty, most components will carry additional manufacturer warranty coverage anywhere from two to four years. As an authorized dealer of each system component, JCG will be available to assist in the processing of warranty claims for your project if and when the need arises.

What This Warranty Does Not Cover:

This system warranty does not cover defects resulting from accidents, alterations to the system, unauthorized repair of components, or general misuse of the system. JCG reserves the right to refuse warranty service if it is found that the client is negligent as described above.

Contact Information

Please do not hesitate to contact me if you have any questions or require any additional information. We look forward to working with you and your City to provide an audio/video recording, voice reinforcement, and meeting webcasting solution.

Sincerely,

Steve Schmenk

Steve Schmenk
President

JCG Technologies, Inc.
9941 East Mission Lane
Scottsdale, Arizona 85258

Phone: 480 661-5629
Fax: 480 661-7589
Mobile: 480 282-3582
E-mail: srschmenk@jcgtechnologies.com
Web: www.jcgtechnologies.com



VINEYARD CITY COUNCIL STAFF REPORT

Date: 05-09-2018

Agenda Item: Purchasing Approval

From: Jacob McHargue

Department: Administration

Subject: Street Sweeping

Background/Discussion: Public Works Storm Water Division requests council approval to utilize budget funding for contracted municipal street sweeping services.

Fiscal Impact: not to exceed approved budget amount of \$15,000.00 per year

Recommendation: After obtaining three bids, our recommendation is that we award the contract to the lowest bidder, Jacketta Sweeping Services at \$115.00 per hour.

Attachments: Jacketta Sweeping Service proposal & contract



PO Box 25656
SALT LAKE CITY, UTAH 84125
801-973-6976
801-973-6986 fax
www.jackettasweeping.com

Proposal Submitted To:

Location of Job:

Vineyard City
Attn: Sam

City Streets
Vineyard, UT

The cost to power sweep the city streets is \$115.00 per hour. The sweeper will sweep for 7 hours per day. There is no charge for travel. We ask the city to provide water for dust control and a place to dump the debris.

We are fully insured for workers compensation, general liability and auto liability. Certificates of insurance are available upon request. References are also available.

Jacketta Sweeping Service has been in business for over 45 years. We appreciate your interest in our service and our company. For more information you can visit our website at www.jackettasweeping.com

This proposal is good for 90 days from date below.

Authorized Signature: Debbie Jacketta

Date: 03/20/18

Terms and Conditions: Payment is required at time of completion of job unless arrangements have been made with our office. A service charge of 1½% per month, which is an annual rate of 18%, may be charged on all past due accounts. Customer agrees to pay all costs and expenses including reasonable attorney's fees in the event collection becomes necessary with or without suit.

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date accepted _____

Date Service to start _____

Authorized Signature _____

AGREEMENT FOR CONSTRUCTION/LABOR SERVICES

THIS AGREEMENT dated this 3rd day of May 2018 FOR CONSTRUCTION/LABOR SERVICES ("Agreement") by and between Vineyard Town, a Utah municipal corporation ("Town") and Jacketta Sweeping Service ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Exhibit "A" hereto ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the Town's satisfaction, within the time period prescribed by the Town and pursuant to the direction of the Town Mayor or his/her designee.

2. PAYMENT

- 2.1 Town shall pay Contractor the amount for the Services as set forth in Exhibit "B" hereto
- 2.2 The Contractor shall submit monthly invoices to the Town and all invoices shall be paid by the Town within 30 days of receipt of a proper invoice.
- 2.3 If the Services do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. Town may withhold payment for such Services until the work meets the requirements of the Agreement.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- 3.1 Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees that consistent with Utah State law it will verify the immigration status of each of its employees through the use of a system such as Everify.
- 3.2 Contractor shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- 3.3 Violation of this Paragraph 3 shall be a material breach of this Agreement and may result in ineligibility for further work for the Town.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall commence on the effective date of this Agreement and shall continue until the completion of the Services, but in any event not later than _____. This Agreement may be extended for additional periods of time upon the mutual written agreement of the Town and the Contractor.
- 4.2 This Agreement may be terminated immediately by the Town with or without cause. The Contractor

may terminate this Agreement upon thirty (30) days written notice. Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.

5. GENERAL ADMINISTRATION AND MANAGEMENT

The Mayor, or the Town's designee shall be Town's representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement. Contractor is to consider that Town property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation shall not be affected without prior approval by the Town.

6. WARRANTY

6.1 Requisite Skill. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the Vineyard Town.

6.2 Defective Services. The Contractor shall, at its sole cost and expense, correct all Services performed which the Town deems to have defects in workmanship and material discovered within one (1) year after the Town's final acceptance of the Services

7. HOLD HARMLESS

7.1 Contractor shall protect, indemnify and save harmless the Town, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Contractor, its officers, employees or agents in performing this Agreement.

7.2 Town shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, (including costs and all attorney fees) arising solely out of the negligent acts or omissions of Town, its officers, employees or agents in performing this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement.

8. INSURANCE

Contractor agrees to carry as a minimum the following insurance, in such form and with such carriers who have a current AM Best rating that is satisfactory to the Town:

8.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Utah;

8.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the

Town. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

8.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles.

Contractor shall furnish the Town with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Contractor before commencement of the Services. Contractor's failure to maintain such insurance policies shall be grounds for the Town's immediate termination of this Agreement.

9. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/UOSHA requirements. Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the site for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the performance of the Services. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

10. CLEANUP

At any time ordered by the Town and immediately after completion of the Services, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Services. In the event the Contractor fails to perform the necessary clean up, the Town may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the Town and/or the Town may deduct its costs from any remaining payments due to the Contractor.

11. SUBLETTING OR ASSIGNING CONTRACT

Neither Town nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

12. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an Independent Contractor and the Town shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

13. NON-APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the Town will not be obligated to make payments for Services or amounts after the end of the current

fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the Town in the event this provision applies.

14. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in his Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of his Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be Garfield County, Utah. Failure of the Town to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. In the event of a conflict between the terms and condition of this Agreement and the terms and conditions of Exhibit 'A' Scope of Services, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4 day of May 2018

Contractor:

Jacketta Sweeping Service, Inc
Dalein Jacketta
By its: *President*

Vineyard Town

By its Mayor

Attest:

Clerk

Youth Council Executive Committee Members

Michael Aldous	Youth Council Mayor
Christopher Aldous	Youth Council Recorder
William Welsh	Youth Council City Manager/Membership
Rachel Golightly	Service Committee Chair
Kyler Wood	Election Committee Chair
Cale Lamb	Beautification Committee Chair
Zoe Lee	Activity Committee Chair



VINEYARD CITY COUNCIL STAFF REPORT

Date: 05.09.2018

Agenda Item: 8.1

From: Pamela Spencer

Department: City Recorder

Subject: Change in the City Council Meeting schedule

Background/Discussion: Due to the significant changes to the council agenda it has become unnecessary to hold a work session before the regular council session.

Fiscal Impact: N/A

Recommendation: Approval Ordinance 2018-04 amending section 3.04.020 (also known as section 3-301) of the Vineyard Municipal Code regarding meeting schedules and times.

Attachments: Ordinance 2018-04

**VINEYARD
ORDINANCE 2018-04**

**AN ORDINANCE AMENDING SECTION 3.04.020 (ALSO KNOWN AS SECTION 3-301) OF
THE VINEYARD MUNICIPAL CODE REGARDING MEETING SCHEDULES AND TIMES**

WHEREAS, the Vineyard City Council, under Utah Code 10-3-502, has the authority to set their meeting schedule and;

WHEREAS, the Vineyard City Council has determined that there is need to amend the Municipal Code regarding meeting times;

NOW THEREFORE, be it ordained by the Council of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “3.04.020 Time, Place; Exceptions” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

3.04.020 Time, Place; Exceptions

The city council shall hold 2 regular meeting(s) which shall be held on the second and fourth Wednesdays of each month at the offices of the municipality, which meeting(s) shall begin promptly at 6 o'clock PM ~~in a council work session with the public participation portion of the meeting to begin once the work session has concluded~~, provided that:

- A. If the meeting date is a legal holiday, then the meeting shall be canceled.
- B. The city council may by resolution provide for a different time and place for holding regular meetings of the governing body.

EFFECTIVE DATE: This ordinance shall take effect upon posting in accordance with state law.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Nathan Riley	_____	_____	_____	_____

Leading Authority

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard

RESOLUTION NO. 2018-04
Amending Resolution No. 2015-04

**A RESOLUTION OF THE VINEYARD CITY COUNCIL APPOINTING NEW
REPRESENTATIVES TO THE UTAH VALLEY DISPATCH SPECIAL SERVICE
DISTRICT**

WHEREAS, the Board of County Commissioners of Utah County and several cities in Utah County initiated proceedings to create a special service district to provide consolidated 911 and emergency dispatch services within Utah County to be known as the Utah Valley Dispatch Special Service District (the "District"); and

WHEREAS, the Vineyard City Council adopted Resolution 2008-09 which consented to the inclusion of area within Vineyard; and

WHEREAS, the District will be governed by a Board of Directors and the Vineyard City Council desires to make a representative appointment to that Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH, as follows:

1. That John Earnest is hereby appointed as its representative to the Utah Valley Dispatch Special Service District, replacing Jacob McHargue.
2. That Jacob McHargue is hereby appointed as its alternate representative to the Utah Valley Dispatch Special Service District
3. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the Utah Valley Dispatch Special Service District.
4. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 9th day of May, 2018.

VINEYARD, UTAH

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer City Recorder

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Taxes								
3110 PROPERTY TAXES	1,124,352	1,511,529	1,847,798	1,800,000	0	2,000,000	2,000,000	
3130 SALES TAXES	310,548	572,252	561,820	640,000	0	784,400	784,400	
3138 FRANCHISE TAX	281,701	278,766	260,158	311,800	0	311,800	311,800	
Total Taxes	1,716,601	2,362,547	2,669,776	2,751,800	0	3,096,200	3,096,200	
Licenses and permits								
3210 BUSINESS LICENSES AND PERMITS	10,130	13,701	11,387	12,000	0	15,000	15,000	
3221 BUILDING PERMITS	903,601	2,028,116	1,314,419	1,300,000	0	1,000,000	1,000,000	
Total Licenses and permits	913,731	2,041,817	1,325,806	1,312,000	0	1,015,000	1,015,000	
Intergovernmental revenue								
3356 CLASS "C" ROAD FUND ALLOTMENT	26,251	78,070	120,865	150,000	0	175,000	175,000	
3360 GRANTS	0	0	41,230	82,460	0	82,400	82,400	
Total Intergovernmental revenue	26,251	78,070	162,095	232,460	0	257,400	257,400	
Charges for services								
3410 DEVELOPMENT FEES	361,688	487,812	438,860	450,000	0	450,000	450,000	
3510 SANITATION FEES	85,160	132,114	178,554	176,400	0	243,000	243,000	
3520 INSPECTION FEES	202,116	214,311	61,891	150,000	0	150,000	150,000	
3530 RECREATION FEES	0	0	0	0	0	45,600	45,600	
Total Charges for services	648,964	834,237	679,305	776,400	0	888,600	888,600	
Fines and forfeitures								
3710 LAW ENFORCEMENT FINES & FEES	17,863	36,358	0	25,000	0	25,000	25,000	
Total Fines and forfeitures	17,863	36,358	0	25,000	0	25,000	25,000	
Interest								
3660 INTEREST EARNINGS	37,545	112,663	94,199	100,000	0	100,000	100,000	
Total Interest	37,545	112,663	94,199	100,000	0	100,000	100,000	
Miscellaneous revenue								
3620 RENTS AND CONCESSIONS	1,125	975	1,650	4,000	0	4,000	4,000	
3640 HISTORY BOOK	210	300	30	0	0	0	0	
3681 DONATIONS FROM PRIVATE SOURCES	3,300	1,049	1,238	1,000	0	1,000	1,000	
3690 SUNDRY REVENUES	168	1,328	2,532	0	0	0	0	
Total Miscellaneous revenue	4,803	3,652	5,450	5,000	0	5,000	5,000	
Contributions and transfers								
3699 EXCESS BEG. FUND APPROPRIATION	0	0	0	2,841,300	0	150,000	150,000	
Total Contributions and transfers	0	0	0	2,841,300	0	150,000	150,000	
Total Revenue:	3,365,758	5,469,344	4,936,631	8,043,960	0	5,537,200	5,537,200	
Expenditures:								
General government								
Administrative								
4311 Admin SALARIES AND WAGES	371,373	340,010	354,121	392,700	0	466,000	466,000	
4313 Admin EMPLOYEE BENEFITS	82,462	68,934	65,093	101,500	0	117,000	117,000	
4321 Admin BOOKS/SUBSCRIPTIONS/MEMBERSHP	6,746	7,004	9,277	9,800	0	9,800	9,800	

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
4322 Admin PUBLIC NOTICES	1,285	2,020	2,108	3,000	0	3,000	3,000	
4323 Admin TRAVEL	6,974	14,680	10,638	20,300	0	20,300	20,300	
4324 Admin OFFICE SUPPLIES AND EXPENSE	15,559	38,243	13,384	24,500	0	16,500	16,500	
4325 Admin EQUIPMENT-SUPPLIES & MAINT	3,222	45,793	0	55,000	0	0	0	
4326 Admin INFORMATION SYSTEMS	35,374	72,476	35,081	50,500	0	50,500	50,500	
4327 Admin UTILITIES	33,260	54,751	48,092	75,900	0	75,900	75,900	
4328.0 Admin ADMINISTRATIVE COSTS	112,293	32,247	23,990	37,000	0	17,300	17,300	
4333 Admin EDUCATION & TRAINING	15,907	7,874	7,706	16,400	0	11,300	11,300	
4342 Admin BANK CHARGES	5,468	8,642	9,877	13,800	0	13,800	13,800	
4349 Admin ELECTIONS	1,606	62	5,412	6,000	0	0	0	
4351 Admin INSURANCE AND SURETY BONDS	20,628	38,154	30,749	41,500	0	39,500	39,500	
4374 Admin Capital Outlay	0	0	2,750,197	2,751,000	0	0	0	
Total Administrative	712,157	730,890	3,365,725	3,598,900	0	840,900	840,900	
Non-Departmental								
5031.1 Prof & Tech Services PLANNER	39,610	3,625	7,407	32,500	0	57,500	57,500	
5031.2 Prof & Tech Services ENGINEER	288,606	263,084	84,776	125,000	0	50,000	50,000	
5031.4 Prof & Tech Services AUDITOR	7,600	7,600	8,000	8,000	0	8,000	8,000	
5032.0 Prof & Tech Services LEGAL	14,160	14,400	10,800	15,000	0	15,000	15,000	
5051.0 Prof & Tech Services LIBRARY REIM FEES	6,330	9,556	13,932	19,300	0	19,300	19,300	
Total Non-Departmental	356,306	298,265	124,915	199,800	0	149,800	149,800	
Buildings and grounds								
5125.0 Buildings & Grounds EQUIPMENT MAINT	22,753	17,650	12,209	25,000	0	15,000	15,000	
5126.0 Buildings & Grounds SUPPLIES & MAINT	4,787	7,974	12,961	17,000	0	36,000	36,000	
51740 Public Works Capital Outlay	51,055	76,935	22,911	45,000	0	45,000	45,000	
Total Buildings and grounds	78,595	102,559	48,081	87,000	0	96,000	96,000	
Inspections								
5311 Building SALARIES & WAGES	79,057	416,669	420,478	519,800	0	540,800	540,800	
5313 Building EMPLOYEE BENEFITS	0	78,081	92,925	156,800	0	162,900	162,900	
5321 Building BOOKS & MEMBERSHIPS	135	4,317	1,550	3,500	0	3,500	3,500	
5323 Building TRAVEL	0	4,190	5,029	7,200	0	7,200	7,200	
5324 Building EDUCATION & TRAINING	0	8,066	9,301	14,700	0	11,700	11,700	
5325 Building OFFICE SUPPLIES	0	30,394	4,670	22,900	0	10,900	10,900	
5326 Building EQUIPMENT & MAINT	42	1,410	1,171	3,500	0	3,500	3,500	
5327 Building CONTRACT LABOR	0	106,979	106,112	120,000	0	120,000	120,000	
Total Inspections	79,234	650,106	641,236	848,400	0	860,500	860,500	
Total General government	1,226,292	1,781,820	4,179,957	4,734,100	0	1,947,200	1,947,200	
Public safety								
Police								
5431.0 Police LAW ENFORCEMENT	119,128	291,233	309,117	577,200	0	850,100	850,100	
5431.1 Police FIRE SERVICES	284,685	412,652	507,266	610,000	0	846,500	846,500	
5431.2 Police DISPATCH	9,989	9,569	19,849	25,000	0	32,000	32,000	
Total Police	413,802	713,454	836,232	1,212,200	0	1,728,600	1,728,600	
Total Public safety	413,802	713,454	836,232	1,212,200	0	1,728,600	1,728,600	
Highways and public improvements								

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Highways								
6011.0 Public Works SALARIES AND WAGES	61,022	106,150	117,586	125,000	0	145,000	145,000	
6013.0 Public Works EMPLOYEE BENEFITS	3,893	15,328	26,828	40,000	0	43,000	43,000	
6023.0 Public Works TRAVEL	0	0	1,492	8,300	0	8,300	8,300	
6024.0 Public Works EDUCATION & TRAINING	0	0	2,381	10,000	0	10,000	10,000	
6025.0 Public Works EQUIPMENT-SUPPLIES & MAIN	15,361	11,991	43,108	119,400	0	136,900	136,900	
6031.0 Streets PROF & TECHNICAL SERVICES	32,380	124,039	43,704	103,500	0	134,500	134,500	
6032.0 Public Works REPAIRS & MAINTENANCE	134,373	31,969	8,739	40,000	0	70,000	70,000	
Total Highways	247,029	289,477	243,838	446,200	0	547,700	547,700	
Sanitation								
5235.0 Santitation SERVICES	71,611	106,186	134,376	166,800	0	226,900	226,900	
Total Sanitation	71,611	106,186	134,376	166,800	0	226,900	226,900	
Total Highways and public improvements	318,640	395,663	378,214	613,000	0	774,600	774,600	
Parks, recreation, and public property								
Recreation								
7211 Parks SALARIES AND WAGES	0	0	17,127	40,700	0	82,600	82,600	
7213 Parks EMPLOYEE BENEFITS	0	0	894	7,200	0	13,300	13,300	
7248.0 Public Works DEPT SUPPLIES	1,229	35,743	6,096	15,000	0	30,000	30,000	
7260.0 Parks SUPPLIES	7,927	4,794	9,262	13,000	0	18,600	18,600	
7270.0 Parks MAINTENANCE	37,847	68,530	59,798	195,000	0	318,500	318,500	
7276.0 YOUTH COUNCIL	8,413	12,405	3,769	15,000	0	24,500	24,500	
Total Recreation	55,416	121,472	96,946	285,900	0	487,500	487,500	
Total Parks, recreation, and public property	55,416	121,472	96,946	285,900	0	487,500	487,500	
Transfers								
9505.0 TRANSFER TO CAPITAL PROJ FUND	800,000	3,261,600	0	1,198,760	0	599,300	599,300	
Total Transfers	800,000	3,261,600	0	1,198,760	0	599,300	599,300	
Total Expenditures:	2,814,150	6,274,009	5,491,349	8,043,960	0	5,537,200	5,537,200	
Total Change In Net Position	551,608	(804,665)	(554,718)	0	0	0	0	

Vineyard City
Budgeting Worksheet
23 Impact Fees - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3810.0 INTEREST EARNINGS - PUBLIC SAF	367	0	0	0	0	0	0	
3820.0 INTEREST EARNINGS - ROADWAY	4,716	18,500	26,271	6,000	0	6,000	6,000	
3840.0 INTEREST EARNINGS - STORM SYST	4	6	7	0	0	0	0	
Total Interest	5,087	18,506	26,278	6,000	0	6,000	6,000	
Miscellaneous revenue								
3120.0 ROADWAY FACILITIES	887,385	1,589,437	1,161,193	1,200,000	0	1,200,000	1,200,000	
3150.0 STORM & GROUND WATER FACILTIES	67,499	48,528	27,297	50,000	0	50,000	50,000	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	540,000	0	1,794,000	1,794,000	
Total Miscellaneous revenue	954,884	1,637,965	1,188,490	1,790,000	0	3,044,000	3,044,000	
Total Revenue:	959,971	1,656,471	1,214,768	1,796,000	0	3,050,000	3,050,000	
Expenditures:								
Miscellaneous								
4061.0 ROADWAY FACILITIES	117,240	275,193	1,630,767	1,740,000	0	3,000,000	3,000,000	
4064.0 STORM & GROUND WATER FACILTIE	66,389	45,832	25,275	50,000	0	50,000	50,000	
Total Miscellaneous	183,629	321,025	1,656,042	1,790,000	0	3,050,000	3,050,000	
Total Expenditures:	183,629	321,025	1,656,042	1,790,000	0	3,050,000	3,050,000	
Total Change In Net Position	776,342	1,335,446	(441,274)	6,000	0	0	0	

Vineyard City
Budgeting Worksheet
25 Redvelopment Agency - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Taxes								
3110 PROPERTY TAX INCREMENT	3,758,914	5,703,340	6,786,593	6,786,593	0	8,097,000	8,097,000	
3112 PROPERTY TAX HOUSING	1,029,840	0	0	0	0	0	0	
3113 PROPERTY TAX ADMIN	360,444	364,043	357,189	357,189	0	337,400	337,400	
Total Taxes	5,149,198	6,067,383	7,143,782	7,143,782	0	8,434,400	8,434,400	
Interest								
3660 INTEREST INCOME	162,581	335,306	640,902	500,000	0	500,000	500,000	
Total Interest	162,581	335,306	640,902	500,000	0	500,000	500,000	
Miscellaneous revenue								
3430 ADMINISTRATIVE COSTS	67,035	34,875	0	0	0	0	0	
3820 BOND PROCEEDS	16,157,372	15,576,000	30,552,034	30,000,000	0	0	0	
Total Miscellaneous revenue	16,224,407	15,610,875	30,552,034	30,000,000	0	0	0	
Contributions and transfers								
3960 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	20,500,300	20,500,300	
Total Contributions and transfers	0	0	0	0	0	20,500,300	20,500,300	
Total Revenue:	21,536,186	22,013,564	38,336,718	37,643,782	0	29,434,700	29,434,700	
Expenditures:								
Miscellaneous								
5500 RDA Salaries & Wages	80,615	161,174	145,005	185,100	0	185,100	185,100	
5510 Employee Benefits	19,105	30,789	32,018	53,100	0	53,100	53,100	
5520 PUBLIC NOTICES	1,523	0	0	2,000	0	2,000	2,000	
5531 PROF & TECH - GENERAL	74,729	60,981	28,231	57,600	0	27,600	27,600	
5532 PROF & TECH - PLANNER	3,746	1,272	0	0	0	50,000	50,000	
5533 PROF & TECH - ENGINEER	119,849	250,140	118,396	150,000	0	150,000	150,000	
5534 PROF & TECH - FIN PLAN	153,500	140,580	33,150	33,200	0	12,000	12,000	
5535 PROF & TECH - AUDITOR	2,400	2,400	4,000	4,000	0	4,000	4,000	
5537 ADMINISTRATIVE FEE	72,226	0	0	0	0	0	0	
5540 HOUSING FUND	0	249,683	39,970	280,000	0	140,000	140,000	
5542 TIFF PAYMENTS	27,208	700,313	1,024,712	1,665,000	0	2,880,200	2,880,200	
5600 Bond issuance costs	0	0	106,650	115,000	0	0	0	
8010 DEBT PRINCIPAL PAYMENTS	688,000	20,469,000	1,462,580	3,371,000	0	2,951,000	2,951,000	
8020 DEBT INTEREST PAYMENT	597,636	1,046,417	672,194	1,516,900	0	1,579,700	1,579,700	
9070 CAPITAL PROJECTS	2,881,806	2,720,568	3,622,233	10,611,000	0	21,400,000	21,400,000	
Total Miscellaneous	4,722,343	25,833,317	7,289,139	18,043,900	0	29,434,700	29,434,700	
Transfers								
9680 Budgeted Increase in Fund Balance	0	0	0	19,599,882	0	0	0	
Total Transfers	0	0	0	19,599,882	0	0	0	
Total Expenditures:	4,722,343	25,833,317	7,289,139	37,643,782	0	29,434,700	29,434,700	
Total Change In Net Position	16,813,843	(3,819,753)	31,047,579	0	0	0	0	

Vineyard City
Budgeting Worksheet
45 Park Capital Projects - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

Vineyard City
Budgeting Worksheet
49 Capital Projects - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3010.0 TRANSFER FROM GENERAL FUND	800,000	3,261,600	0	653,960	0	274,300	274,300	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	3,359,010	0	637,200	637,200	
Total Contributions and transfers	800,000	3,261,600	0	4,012,970	0	911,500	911,500	
Total Revenue:	800,000	3,261,600	0	4,012,970	0	911,500	911,500	
Expenditures:								
Miscellaneous								
4031.0 PROF & TECHINAL SERVICES	0	0	486	0	0	0	0	
4032.0 CONSTRUCTION	489,167	1,398,911	271,026	718,000	0	745,000	745,000	
Total Miscellaneous	489,167	1,398,911	271,512	718,000	0	745,000	745,000	
Transfers								
4094.0 TRANSFER TO GENERAL FUND	0	0	0	2,750,200	0	0	0	
4096.0 TRANSFER TO WATER FUND	0	0	0	190,100	0	166,500	166,500	
4097.0 TRANSFER TO SEWER FUND	91,851	0	0	95,370	0	0	0	
4098.0 TRANSFER TO STORM WATER FUND	0	0	0	19,000	0	0	0	
4099.0 TRANSFER TO TRANSPORATION FUND	0	0	0	240,300	0	0	0	
Total Transfers	91,851	0	0	3,294,970	0	166,500	166,500	
Total Expenditures:	581,018	1,398,911	271,512	4,012,970	0	911,500	911,500	
Total Change In Net Position	218,982	1,862,689	271,512	0	0	0	0	

Vineyard City
Budgeting Worksheet
51 Water Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3960.0 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	1,500,000	1,500,000	
Total Contributions and transfers	0	0	0	0	0	1,500,000	1,500,000	
Total Revenue:	0	0	0	0	0	1,500,000	1,500,000	
Total Change In Net Position	0	0	0	0	0	1,500,000	1,500,000	
Income or Expense								
Income From Operations:								
Operating income								
3710.0 WATER FEES	390,882	687,095	726,032	849,700	0	1,000,300	1,000,300	
3720.0 CONNECTION FEES	115,952	268,958	168,411	161,000	0	171,000	171,000	
3730.0 RECONNECTION FEES	0	0	0	1,000	0	1,000	1,000	
Total Operating income	506,834	956,053	894,443	1,011,700	0	1,172,300	1,172,300	
Operating expense								
4011.0 SALARIES AND WAGES	52,291	82,515	144,054	205,600	0	238,700	238,700	
4013.0 EMPLOYEE BENEFITS	2,265	14,361	24,891	60,300	0	73,300	73,300	
4021.0 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	705	975	375	1,000	0	1,000	1,000	
4023.0 TRAVEL	0	0	1,000	2,700	0	2,700	2,700	
4025.0 EQUIPMENT-SUPPLIES & MAINT	93,596	157,577	141,236	173,000	0	219,100	219,100	
4027.0 UTILITIES	857	6,255	8,346	8,700	0	8,700	8,700	
4031.0 PROF & TECHNICAL SERVICES	5,748	16,068	8,175	5,000	0	8,900	8,900	
4031.2 CUWD PROJECT WATER ALLOT FEE	20,148	5,323	5,323	30,000	0	30,000	30,000	
4031.3 OREM - FISCAL YEAR -WATER BILL	217,588	260,744	286,773	332,500	0	363,500	363,500	
4031.5 LINDON - WATER BILL	9,241	7,239	20,665	30,000	0	30,000	30,000	
4031.6 CUWCD - WATER BILL	37,560	274,054	92,876	357,000	0	357,000	357,000	
4035.0 EQUIPMENT LEASE	0	0	0	0	0	10,000	10,000	
4067.0 DEPRECIATION	68,530	68,530	0	68,530	0	0	0	
Total Operating expense	508,529	893,641	733,714	1,274,330	0	1,342,900	1,342,900	
Total Income From Operations:	(1,695)	62,412	160,729	(262,630)	0	(170,600)	(170,600)	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-CULINARY & IRRIGATIO	290,245	661,740	361,717	0	0	174,600	174,600	
3770 ADMINISTRATIVE COSTS	0	170	0	0	0	0	0	
3810.0 INTEREST EARNINGS	4,298	6,975	3,450	4,000	0	4,000	4,000	
3910 Transfer from general fund	0	0	0	190,100	0	166,500	166,500	
Total Non-operating income	294,543	668,885	365,167	194,100	0	345,100	345,100	
Non-operating expense								
4066.0 IMPACT FEE-CULINARY & IRRIGATI	0	0	0	0	0	1,500,000	1,500,000	
Total Non-operating expense	0	0	0	0	0	1,500,000	1,500,000	
Total Non-Operating Items:	294,543	668,885	365,167	194,100	0	(1,154,900)	(1,154,900)	
Total Income or Expense	292,848	731,297	525,896	(68,530)	0	(1,325,500)	(1,325,500)	

Vineyard City
Budgeting Worksheet
52 Sewer Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710.0 SEWER FEES	173,175	393,652	433,774	507,030	0	635,700	635,700	
Total Operating income	173,175	393,652	433,774	507,030	0	635,700	635,700	
Operating expense								
4011.0 SALARIES AND WAGES	38,422	65,879	80,835	111,500	0	130,200	130,200	
4013.0 EMPLOYEE BENEFITS	2,265	11,218	14,456	26,000	0	30,500	30,500	
4023.0 TRAVEL	0	0	0	900	0	900	900	
4025.0 EQUIPMENT-SUPPLIES & MAINT	19,215	12,210	60,781	101,500	0	62,500	62,500	
4027.0 UTILITIES	10,287	7,045	17,132	20,000	0	25,000	25,000	
4031.1 LINDON - SEWER BILL	2,685	1,231	3,067	5,000	0	5,000	5,000	
4031.2 OREM - SEWER BILL	33,185	44,118	27,134	37,500	0	42,500	42,500	
4031.3 TSSD- SEWER BILL	123,869	192,880	208,111	300,000	0	300,000	300,000	
4067.0 DEPRECIATION	262,772	262,774	0	262,800	0	262,800	262,800	
Total Operating expense	492,700	597,355	411,516	865,200	0	859,400	859,400	
Total Income From Operations:	(319,525)	(203,703)	22,258	(358,170)	0	(223,700)	(223,700)	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-SEWER	580,383	588,191	470,840	478,200	0	478,200	478,200	
3769.0 TSSD IMPACT FEE	0	2,784	171	0	0	0	0	
3910 Transfer from general fund	91,851	0	0	95,370	0	0	0	
Total Non-operating income	672,234	590,975	471,011	573,570	0	478,200	478,200	
Total Non-Operating Items:	672,234	590,975	471,011	573,570	0	478,200	478,200	
Total Income or Expense	352,709	387,272	493,269	215,400	0	254,500	254,500	

Vineyard City
Budgeting Worksheet
53 Storm Water Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710 STORM WATER FEES	57,038	69,598	77,604	85,400	0	135,600	135,600	
3760 IMPACT FEE-STORM WATER	0	2,688	337	0	0	0	0	
Total Operating income	57,038	72,286	77,941	85,400	0	135,600	135,600	
Operating expense								
4011 SALARIES AND WAGES	40,455	48,637	55,982	66,800	0	66,800	66,800	
4013 EMPLOYEE BENEFITS	5,230	9,181	11,341	22,600	0	22,600	22,600	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	0	537	430	0	0	0	0	
4023 TRAVEL	0	0	0	0	0	2,000	2,000	
4025 EQUIPMENT-SUPPLIES & MAINT	0	0	550	15,000	0	40,500	40,500	
4031 PROF & TECHNICAL SERVICES	500	550	0	0	0	0	0	
Total Operating expense	46,185	58,905	68,303	104,400	0	131,900	131,900	
Total Income From Operations:	10,853	13,381	9,638	(19,000)	0	3,700	3,700	
Non-Operating Items:								
Non-operating income								
3910 Transfer from general fund	0	0	0	19,000	0	0	0	
Total Non-operating income	0	0	0	19,000	0	0	0	
Total Non-Operating Items:	0	0	0	19,000	0	0	0	
Total Income or Expense	10,853	13,381	9,638	0	0	3,700	3,700	

Vineyard City
Budgeting Worksheet
54 Tansportation Utility Fund - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710 TRANSPORTATION UTILITY FEES	23,069	34,034	45,188	36,900	0	36,900	36,900	
Total Operating income	23,069	34,034	45,188	36,900	0	36,900	36,900	
Operating expense								
4011 SALARIES AND WAGES	4,268	6,506	4,640	5,400	0	5,400	5,400	
4013 EMPLOYEE BENEFITS	471	1,209	1,081	1,800	0	1,800	1,800	
4031 PROF & TECHNICAL SERVICES	0	0	0	270,000	0	345,000	345,000	
4066 IMPACT FEE-TRANSPORTATION	0	527	0	0	0	0	0	
Total Operating expense	4,739	8,242	5,721	277,200	0	352,200	352,200	
Total Income From Operations:	18,330	25,792	39,467	(240,300)	0	(315,300)	(315,300)	
Non-Operating Items:								
Non-operating income								
3910 Transfer from general fund	0	0	0	240,300	0	325,000	325,000	
Total Non-operating income	0	0	0	240,300	0	325,000	325,000	
Total Non-Operating Items:	0	0	0	240,300	0	325,000	325,000	
Total Income or Expense	18,330	25,792	39,467	0	0	9,700	9,700	

Vineyard City
Budgeting Worksheet
91 General Fixed Assets - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4100 Depn exp general government	17,829	23,024	0	0	0	0	0	
4400 Depn exp highway and public works	317,042	755,112	0	0	0	0	0	
4500 Depn exp parks and recreation	3,805	3,805	0	0	0	0	0	
Total Miscellaneous	338,676	781,941	0	0	0	0	0	
Total Expenditures:	338,676	781,941	0	0	0	0	0	
Total Change In Net Position	338,676	781,941	0	0	0	0	0	

Vineyard City
Budgeting Worksheet
95 Governmental Long-term Liabilities - 07/01/2018 to 06/30/2019
100.00% of the fiscal year has expired

	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4101 Pension expense	(18,393)	10,069	0	0	0	0	0	
Total Miscellaneous	(18,393)	10,069	0	0	0	0	0	
Total Expenditures:	(18,393)	10,069	0	0	0	0	0	
Total Change In Net Position	(18,393)	10,069	0	0	0	0	0	



VINEYARD CITY COUNCIL STAFF REPORT

Date: 04-25-2018

Agenda Item: Tree Inventory and Valuation

From: Sullivan Love

Department: Public Works – Parks & Trails

Subject: Bids to provide Tree Inventory and Valuation

Background/Discussion: Vineyard needs to produce an inventory of all City owned trees. This will allow us to create a database and will assist us in planning for maintenance of the trees and help in our asset management. This database will provide information such as; species, location, value of the trees, health condition of the trees and a plan for maintenance. A large portion of these trees have been planted as part of the Flagship Planned Development. As they request reimbursement for these trees, Vineyard will have the needed documentation to validate their claims as to value and health or condition of the trees.

I requested bids from Treewise, Treeworth.com, Willowcreek trees, Mount Olympus Tree Service, and Prestige Tree and Landscape.

I have only received quotes from Treeworth/Hortgroup and Treewise. The quote from Treeworth/Hortgroup is broken up in parts, the inventory alone will cost \$15,875.00 with an additional amount of \$11,875.00 for the valuation of the trees. They also provide additional costs for tree assessments, planning and mitigation. Proprietary software is included with their quote.

Treewise's quote includes all the information we need at a price of only \$15,937.00, after a 25% discount.

Fiscal Impact: \$15,937.00

Recommendation: Move forward to contract with Treewise to provide Vineyard the valuation and inventory of trees.

Attachments: Proposals from Treewise and Treeworth/Hortgroup

Georeferenced locations will be provided for all tree assets. Finalized data will be delivered within 1-week of project completion. Data will be delivered in csv format, unless specified otherwise, where it can be managed in excel or ArcGIS.



Tree Inventory Estimate

Vineyard City

Tree Inventory

Service Description

Horticultural Group's team of ISA Certified Arborists® appreciates the incredible value trees provide to communities—from improved air quality to decreased energy use and costs. A tree inventory by Hort Group helps identify these assets and maximize urban forestry management goals. With a decade of experience, Horticultural Group has the leadership and expertise to efficiently perform tree inventories of urban forests. A HortGroup tree inventory does more than simply count and identify the types of trees in an area. We use the latest equipment and our proprietary HORTUS® management software that serves as a valuable tool to help clients manage their urban forests from virtually anywhere. With these resources, which incorporate GIS and GPS technologies, a HortGroup tree inventory pinpoints precise tree locations.

Data Collection Points	Level of Assessment	Cost
Tree ID#		
Common Name		
Scientific Name		
Diameter (DBH)		
Height		
Spread		
Bole Height		
Root Problems*	BVTA	
Trunk Problems*	BVTA	
Structure Problems*	BVTA	
	BVTA	
Price Based on 2,500 Trees \$		15,875.00

*These are based on a basic visual tree inspection (BVTA). This is not intended for risk or health assessment. This information is to be used to determine if further assessment is needed.

Tree Appraisals

Service Description

Horticultural Group's team of ISA Certified Arborists® can provide tree appraisals. The purpose of an appraisal is defined by the clients' needs. These needs may include tort claims, insurance claims, tax deductions, real estate assessment and proactive planning. An appraisal estimates the value of personal property, including plants. The tree appraisal process is used to develop a supported estimate of current value. This is an add on service to our Tree Inventory Program. The methods used to value trees are published in The Guide for Plant Appraisal, 9th Edition, authored by the Council of Tree and Landscape Appraisers (CTLA). The guide is endorsed by all the major arboriculture, horticulture and real estate industry organizations.

Data Collection Points	Level of Assessment	Cost
Species rating		
Condition of the tree		
Size of the plant		
Diameter (DBH)		
Location		
Replacement Cost		
Basic Tree Cost		
Species rating		
Location rating		
Condition rating		
Cost of Repair		

Replacement Tree Costs

Price Based on 2,500 Trees \$

11,875.00

*These are based on a basic visual tree inspection (BVTA). This is not intended for risk or health assessment. This information is to be used to determine if further assessment is needed.

Level One Tree Risk Assessment

Service Description

Horticultural Group's team of ISA Certified Arborists® can provide a visual tree risk assessment, helping you spot potential weaknesses before they become major problems. Preventative tree care can save thousands of dollars in potential damage or expensive removal services. During tree safety inspections, our arborist combine a visual tree assessment (VTA) to identify existing damage and potential risk.

Data Collection Points	Level of Assessment	Cost
Site changes	VTA	
Soil conditions	VTA	
Prevailing wind direction	VTA	
Vigor	VTA	
Pests	VTA	
Branches and Twigs	VTA	
Trunk	VTA	
Roots and Root Collar	VTA	
Crown density	VTA	
Load factors	VTA	
Foliage	VTA	
Targets	VTA	
Price Based on 2,500 Trees \$		19,850.00

Tree Health Assessment

Service Description

Horticultural Group's team of ISA Certified Arborists® can provide a tree health assessment, helping you spot pest or disease before they become major problems. Preventive tree care can save thousands of dollars in potential damage or expensive removal services. During tree health inspections, our arborist combine a visual inspection to identify disease or pest.

Data Collection Points	Level of Assessment	Cost
Site changes	VTA	
Soil conditions	VTA	
Prevailing wind direction	VTA	
Vigor	VTA	
Pests	VTA	
Branches and Twigs	VTA	
Trunk	VTA	
Roots and Root Collar	VTA	
Crown density	VTA	
Foliage	VTA	
Targets	VTA	
Price Based on 2,500 Trees \$		11,000.00

Maintenance Planning and Mitigation

Service Description

Horticultural Group's team of ISA Certified Arborists® understand what's required to plan and efficiently manage a healthy, safe and sustainable tree population. Our ISA Certified Arborists® deliver expert urban forestry management and planning services, including customized, turn-key solutions to maximize tree resources.

Data Collection Points	Level of Assessment	Cost
------------------------	---------------------	------

Tree maintenance recommendations
Tree maintenance scheduling
Budgets for identified work
Tree work maintenance specifications
and scope of work

Price Based on 2,500 Trees \$

7,950.00

Expert Witness

Service Description

Horticultural Group provides comprehensive litigation, consulting, and expert witness testimony on tree and landscape issues. We assist clients during all phases of a dispute, from before the initial legal filing through discovery and trial. The diverse capabilities and skills of our staff enable Horticultural Group to meet a variety of industry needs. At Horticultural Group, we can satisfy the unique demands of litigation by providing comprehensive analysis while addressing key issues with clear and concise testimony.

Our background includes hands-on field experience in landscape maintenance, landscape construction, drainage and irrigation management, tree care and tree management, and tree and plant appraisal. Our extensive education and experience, as well as our problem-solving approach, make us an excellent choice as a consultant on a wide variety of legal issues related to horticulture and landscape. We specialize in conducting detailed investigations and providing independent analysis, as well as expert witness testimony for premises liability, construction defect, trespass, inverse condemnation, negligence, tree roots, and tree nuisance cases.

Expert Witness Billed Per Hour \$

95.00

HORTUS Central Software

Service Description

With fiscal budgets being tight, one-line item, many cities and communities have had to overlook is their green infrastructure. For example, many small communities would never be able to justify the cost of a city forester and staff. However, with the introduction of HORTUS Central, Horticultural Group can help facilitate a comprehensive management solution for communities of all sizes. Thus, reducing the substantial cost of a traditional forestry management approach.

HORTUS Central was developed to provide different points of access based on the user needs. The software system utilizes a database, so any transaction in the underlying data occurs in real time, reflecting immediately in each system. HORTUS Central allows clients to efficiently manage their urban forest.

HORTUS Central Solution, can provides the following:

- GIS inventory maps of street assets
- Monetary value of all street assets
- Risk management plan for forestry assets
- Identify critical maintenance needs
- Budget for all recommended work
- Track all maintenance performed on street assets
- Access the system from any location using desktop, laptop, smartphone or tablet
- IOS App available on the Apple app store
- Accommodate multiple users simultaneously with real-time editing at the office or in the field
- Instantly identify sites, calls and work records requiring immediate attention
- Track work histories and costs for each tree by internal crews and contractors
- Record citizen requests for service and information
- Accurately determine project budgets
- Integrated Tagging System QR code and or electronic .

One year subscription included

Included with Initial Tree Inventory

City Requested Outputs

Service Description

Data delivery will be in a csv format.

Georeferenced locations will be provided.

REAL ESTATE PURCHASE CONTRACT FOR LAND

(As is Property Condition)

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer, **Vineyard City Corporation** offers to purchase the Property described below and hereby delivers to the Escrow Company, as Earnest Money, the amount of \$ 50,000 in the form of wire transfer which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Escrow Company: Utah First Title Insurance Agency, Inc - Attn: Scott Chappel Phone Number: (801) 226-8824

OFFER TO PURCHASE

1. PROPERTY: Approximately 9.0 acres of undeveloped land (see attached survey)

also described as: 2100 West 600 South

City of Lindon County of Utah State of Utah, ZIP _____ (the "Property").

1.1 Included Items. (specify) _____

1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.

☐ _____ Shares of Stock in the _____ (Name of Water Company)

☐ Other (specify) _____

2. PURCHASE PRICE The purchase price for the Property is **\$ 1,822,986**

The purchase price will be paid as follows:

\$ 50,000.00 **(a) Earnest Money Deposit. Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$ _____ **(b) New Loan.** Buyer agrees to apply for one or more of the following loans:

☐ **CONVENTIONAL** ☐ **OTHER (specify)** _____

If the loan is to include any particular terms, then check below and give details:

☐ **SPECIFIC LOAN TERMS** _____

\$ _____ **(c) Seller Financing.** (see attached Seller Financing Addendum, if applicable)

\$ _____ **(d) Other (specify).** _____

\$ 1,772,986.00 **(e) Balance of Purchase Price in Cash at Settlement.**

\$ 1,822,986.00 **PURCHASE PRICE. Total of lines (a) through (e)**

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (Y2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents

Page 1 of 5 Seller Initials _____ Date _____ Buyer's Initials _____ Date _____

have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☒ Upon Closing ☐ Other (specify) _____

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract: [_____] Seller's Initials [_____] Buyer's Initials

Listing Agent Jarrold Hunt, represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Listing Broker for Colliers International, represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as Limited Agent;

Buyer's Agent N/A, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Broker for N/A, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify). Soils tests as deemed necessary by Buyer and City Council approvals of the contract terms by both Buyer and Seller as municipalities.

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The

Page 2 of 5 Seller Initials _____ Date _____ Buyer's Initials _____ Date _____

Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☐ **Addenda No.'s** ☐ Seller Financing Addendum ☒ Other (specify)

- a) Vineyard City shall assume all responsibility to provide utilities and utility infrastructure to the subject parcel.
- b) The purchase is subject to the condition that Lindon City and Vineyard Town agree to a boundary adjustment putting the property entirely within Vineyard Town and that Vineyard Town agrees that if the property or any portion thereof ever be sold by Vineyard that the property sold would then be put back into Lindon City if Lindon City requests the boundary adjustment.

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

☒ SELLER ☐ BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 AS-IS CONDITION OF PROPERTY.

10.3 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is condition without expressed or implied warranties of any kind; (b) Buyer shall have during Buyer Due Diligence as referenced in Section 8.1 an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyers Due Diligence, Buyer elect to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's judgement and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.4 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to; (a) disclosure in writing to Buyer defects in the Property known to seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Conditional Disclosure (Land) as stated in Section 7 (a) and (c) deliver the property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provision of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Section 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause

Page 3 of 5 Seller Initials _____ Date _____ Buyer's Initials _____ Date _____

all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

☐] SHALL

☒] MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each

Page 4 of 5 Seller Initials _____ Date _____ Buyer's Initials _____ Date _____

Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (Le., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) **Seller Disclosure Deadline** May 22nd, 2018 (Date)

(b) **Due Diligence Deadline** June 8th, 2018 (Date)

(c) **Settlement Deadline** June 12th, 2018 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 5:00 [☐] AM [☒] PM Mountain Time on May 17th, 2018 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

(Buyers' Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[☐] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Sellers' Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

[☐] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Page 5 of 5 Seller Initials _____ Date _____ Buyer's Initials _____ Date _____